

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/13/2017		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. EP-17-H-000099		4. REQUISITION/REFERENCE NO. PR-ORD-17-00174		a. NAME OF CONSIGNEE Laura Scalise, COR, 202-564-8303	
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS U.S. EPA William Jefferson Clinton Bldg. 1300 Pennsylvania Ave., NW Mail Code 2377A	
				c. CITY Washington	e. ZIP CODE 20460
7. TO: MICHAEL STEIN				f. SHIP VIA	
a. NAME OF CONTRACTOR STEIN MCEWEN LLP				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 1400 I ST NW STE 300				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WASHINGTON		e. STATE DC	f. ZIP CODE 20005		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/24/2017	
16. DISCOUNT TERMS					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 360895630 New Patent Application and Follow-on Actions, if necessary, under EPA Case No. 794-17 (Jim Goodrich) The Invoice Approving Official for this purchase order is Laura Scalise, Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$0.00
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						\$5,715.00
c. CITY Durham				d. STATE NC	e. ZIP CODE 27711		17(i) GRAND TOTAL

22. UNITED STATES OF

AMERICA BY (Signature)

03/13/2017

ELECTRONIC SIGNATURE

23. NAME (Typed)

Sharon Whitehair

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/13/2017	CONTRACT NO.	ORDER NO. EP-17-H-000099
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>202-564-8303. Max Expire Date: 03/24/2022 Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Accounting Info: 17-18-C-26R3000-202FK7-2506-26A5C-1726R3C605 -001 BFY: 17 EFY: 18 Fund: C Budget Org: 26R3000 Program (PRC): 202FK7 Budget (BOC): 2506 Cost: 26A5C DCN - Line ID: 1726R3C605-001 Period of Performance: 03/01/2017 to 03/24/2017</p> <p>New Patent Application (i.e., prepare and file patent application for EPA Case No. 794-17) in accordance with the Statement of Work and the successful vendor's firm-fixed price (FFP) quote submitted in response to RFQ-DC-17-00053. The anticipated performance period is 01 March 2017 through 24 March 2017.</p> <p>*NOTE - The total FFP for this line item shall include all costs associated with filing the patent application, including but not limited to legal services to prepare and file the patent application, U.S. PTO filing fees and formal drawings.</p> <p>*NOTE - The new patent application must be filed by 24 March 2017. Anticipated Award Type: Firm-Fixed Price (FFP) Period of Performance - 03/01/2017 to 03/24/2017</p>					
0002	<p>BASE PERIOD - Follow-on actions, as requested by EPA, performed during the Base Period Continued ...</p>				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/13/2017	CONTRACT NO.	ORDER NO. EP-17-H-000099
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	<p>Actions ordered under this line item are not-to-exceed (NTE) the line item amount.</p> <p>Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order. Period of Performance: 03/24/2017 to 03/23/2018</p> <p>OPTION PERIOD I - Follow-on actions, as requested by EPA, performed during the Base Period</p> <p>Actions ordered under this line item are not-to-exceed (NTE) the line item amount.</p> <p>Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order. (Option Line Item) 03/23/2018 Period of Performance: 03/24/2018 to 03/23/2019</p>				0.00	
0004	<p>OPTION PERIOD II - Follow-on actions, as requested by EPA, performed during the Base Period</p> <p>Actions ordered under this line item are not-to-exceed (NTE) the line item amount.</p> <p>Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order. (Option Line Item) 03/23/2019 Period of Performance: 03/24/2019 to 03/23/2020</p>				0.00	
0005	<p>OPTION PERIOD III - Follow-on actions, as requested by EPA, performed during the Base Period</p> <p>Continued ...</p>				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
03/13/2017

CONTRACT NO.

ORDER NO.

EP-17-H-000099

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0006	<p>Actions ordered under this line item are not-to-exceed (NTE) the line item amount.</p> <p>Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order. (Option Line Item) 03/23/2020 Period of Performance: 03/24/2020 to 03/23/2021</p> <p>OPTION PERIOD IV - Follow-on actions, as requested by EPA, performed during the Base Period</p> <p>Actions ordered under this line item are not-to-exceed (NTE) the line item amount.</p> <p>Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order. (Option Line Item) 03/23/2021 Period of Performance: 03/24/2021 to 03/23/2022</p>				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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SECTION 1 - Clauses

1-1 Clauses

Clause List

1-2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

1-3 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

1-4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate 1 (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- ☐ (10) (Reserved)
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) (Reserved)
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[](39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) *Alternate I* (OCT 2015) of 52.223-13.

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

[] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) [] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

1-5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5)(months)(years).

(End of clause)

1-6 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/farsite.html>

(End of clause)

1-7 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

SECTION 2 - List of Documents, Exhibits and Other Attachments

2-1 Attachments

List of Attachments

Attachment Number	Title	Date
1	Statement of Work (SOW)	03/13/2017
2	Provisional Application	03/13/2017

**STATEMENT OF WORK
FOR
PREPARATION AND FILING OF PATENT APPLICATION**

1.0 BACKGROUND

The purpose of this requirement is to provide nonpersonal services for the preparation and filing of a patent application for the invention in Environmental Protection Agency (EPA) Case No. 794-17 (Goodrich), titled, EMERGENCY WATER TREATMENT PLANT. The invention was made by James A. Goodrich and John Hall of EPA; Dan Page, Larry Crouch, and Mark Hogg of Max Flow Media, LLC; and, Kurtis Daniels of Waterstep.

2.0 SCOPE

The contractor shall prepare a document in the form of a United States patent application for the invention in EPA Case No. 794-17 (Goodrich). The application must, in form and substance, comply with the U.S. patent laws (Title 35 U.S. Code) and the regulations of the U.S. Patent and Trademark Office (PTO) and the Patent Cooperation Treaty (PCT). The application should be based on the information in the Employee Report of Invention and any addendums or supplements subsequently provided by the inventor.

3.0 CONTRACTOR TASKS

3.1 PATENT APPLICATION

The contractor shall submit a draft patent application to the EPA Patent Attorneys and inventors for review prior to preparation of final documents. The Patent Attorneys will authorize preparation of the final documents once the draft application is approved.

3.1.1 DRAFT APPLICATION

The draft application shall be submitted by the contractor within two weeks of obligation. If for some reason this time frame cannot be met, the contractor shall immediately contact the EPA Patent Attorneys to determine a revised scheduled date. The Patent Attorneys may authorize filing of the draft as formal patent application, and a revised draft as a U.S. continuation-in-part application at a later date.

3.1.2 FINAL APPLICATION

Once the EPA Patent Attorneys authorize the preparation of the final version of the U.S. patent application, the contractor shall prepare the final version within one week of the date that authorization was given. Copies of the final version of the patent application shall be forwarded concurrently to the inventor for execution and to the EPA Patent Attorneys. The Power of Attorney shall include Randall H. Cherry, Reg. No. 51,556, Laura Scalise, Reg. No.

794-17 (Goodrich)

45,778, and may include any and all registered patent attorneys and patent agents of the contractor.

3.1.3 U.S. FILING

Upon execution of the final U.S. version by the inventor, the contractor shall receive said executed application and, shall promptly file the application in the PTO. If instructed by the EPA Patent Attorneys, the contractor shall file unsigned copies of the patent application, and prepare the appropriate execution documents for late filing in accordance with PTO procedures. As indicated above, if instructed by the EPA Patent Attorneys, the contractor shall file the draft application as a formal U.S. application, with the understanding that the final version will be filed as a continuation-in-part application. Also, if instructed by the EPA Patent Attorneys, the executed U.S. application shall be transmitted to the EPA Patent Attorneys for filing.

3.1.4 U.S. FEES

The contractor shall pay the necessary filing fees subject to reimbursement by the EPA under this purchase order. For the U.S. application, the EPA has established a not-to-exceed (NTE) amount for this line item. However, potential offerors should provide an estimate of the fees in their proposal. The contractor will only be reimbursed for the actual cost incurred and not the NTE amount. Should the actual cost exceed the NTE amount, the contractor should contact the EPA Patent Attorneys immediately so that the purchase order can be modified.

3.1.5 U.S. DRAWINGS

If the informal patent drawings provided by the EPA are likely to be unacceptable by the PTO and formal patent drawings are necessary, the contractor shall obtain approval from the EPA Patent Attorneys. The EPA has established a not-to-exceed (NTE) amount for this line item. However, potential offerors should provide an estimate of drawing costs in their proposal. The contractor will only be reimbursed for the actual cost incurred and not the NTE amount. Should the actual cost exceed the NTE amount, the contractor should contact the EPA Patent Attorneys immediately, so that the purchase order can be modified.

3.1.6 INFORMATION DISCLOSURE STATEMENT

The contractor shall prepare and file an Information Disclosure Statement once information regarding prior art is provided to or becomes known to the contractor. The Information Disclosure Statement must comply with PTO regulations.

3.1.7 ASSIGNMENT DOCUMENTS

The contractor shall prepare and forward assignment documents for execution by the inventors and shall file the executed assignment documents in the PTO.

3.1.8 OFFICIAL ACTIONS

The contractor shall include in the estimate an allowance for up to two hours of telephonic discussions and negotiations with the PTO and preparation of routine documents - including but not limited to telephonic conversations about restriction requirements or Examiner's amendments, and the like. The contractors shall advise the EPA Patent Attorneys of the unofficial PTO application serial number as soon as the contractor receives it. The contractor shall also forward a copy of official actions received from the PTO along with a copy of each item of cited prior art to the EPA Patent Attorneys. However, the contractor shall not prepare a response to the actions unless a purchase order for the work is issued by the EPA.

4.0 CONTINUED PROSECUTION AND PRESERVATION OF FILES

The contractor should be aware that the EPA reserves the right to continue prosecution on its own or by contracting with another law firm. Accordingly, the contractor shall maintain a complete file of work done and of correspondence with the PTO, and if directed by the EPA, return the files or transfer the files to another contractor at the first contractor's expense.

5.0 DELIVERABLES

Forward all patent application documents and correspondence related to these cases to the EPA Patent Attorneys and inventor Vincente J. Gallardo at the following addresses:

Randall H. Cherry
U.S. EPA - OGC - GLO (Region 8)
1595 Wynkoop St.
Mail Code 8RC, RM 9128
Denver, CO 80202-1129
phone: (303) 312-6566
fax: (303)-312-6859
email: cherry.randall@epa.gov

James A. Goodrich
U.S. Environmental Protection Agency
Office of Research and Development
National Homeland Security Research Center
Water Infrastructure Protection Division
26 W. Martin Luther King Dr.
Mail Code NG16
Cincinnati, OH 45268

phone: (513)-569-7605
email: Goodrich.James@epa.gov

794-17 (Goodrich)

The contractor should refer to EPA Case No. 794-17 (Goodrich) in addition to its own file numbers and any numbers provided by the PTO.

6.0 INVOICING

The contractor shall provide receipt(s) for all NTE line items along with the invoices to the Financial Management Division directed on the purchase order with copies to the EPA Patent Attorney Randall Cherry and inventor Vincente Gallardo. Payment will not be made unless receipt(s) are provided.

ADDENDUM TO 1900-8, SIMPLIFIED ACQUISITION

PART I - BACKGROUND

1. DATE: November 2, 2016
2. PROGRAM OFFICE: U.S. Environmental Protection Agency
Office of Research and Development
National Risk Management Research Laboratory
Water Infrastructure Protection Division
Mail Stop NG-16
26 W. Martin Luther King Dr.
Cincinnati, OH 45268
3. PROJECT OFFICER: Randall H. Cherry
Patent Attorney
U.S. EPA - OGC - GLO (Region 8)
1595 Wynkoop St.
Mail Code 8RC, RM 9128
Denver, CO 80202-1129
phone: (303) 312-6566
fax: (303)-312-6859
email: cherry.randall@epa.gov

Copy To: James A. Goodrich
U.S. Environmental Protection Agency
Office of Research and Development
National Homeland Security Research Center
Water Infrastructure Protection Division
26 W. Martin Luther King Dr.
Mail Code NG16
Cincinnati, OH 45268
phone: (513)-569-7605
email: Goodrich.James@epa.gov

4. PROJECT IDENTIFICATION
 - a. Title: EMERGENCY WATER TREATMENT PLANT

794-17 (Goodrich)

- b. EPA Case number 794-17 (Goodrich)
- c. Inventors: James A. Goodrich and John Hall of EPA; Dan Page, Larry Crouch, and Mark Hogg of Max Flow Media, LLC; and, Kurtis Daniels of Waterstep
- d. Contract History: New Patent Application

5. DESCRIPTION OF SUPPLIES AND SERVICES REQUIRED

A search is not recommended because the inventor has demonstrated sufficient knowledge of the relevant literature.

The contractor should:

- a. Prepare a draft formal application from the Employee Report of Invention and the supplemental information and addendum provided with the Report with at least 20 claims and 6 figures (including any appropriate graphs of data).
- b. Complete the final version of the formal application after the EPA Patent Attorneys authorize preparation of the final version.
- c. Promptly file the final version in the United States Patent and Trademark Office (PTO) and pay all filing fees subject to reimbursement by the EPA.

This patent application should be prepared and filed because it is in the best interests of the government. We believe that the work is unique and inventive enough to obtain patent protection in the United States. If a patent issues, EPA may issue licenses for use of the patent under the Federal Technology Transfer Act. License royalties are returned to the Laboratory, above appropriated funds limits, to be used for awards to the inventors and for other laboratory uses, including research.

The estimate is made up of three parts. The first part is the cost of legal services for preparation and filing of the US patent application and associated documents. This includes the contract attorney's time as well as out-of-pocket costs for preparation of the application and associated documents and filing of them in the PTO, as well as post-filing pre-examination expenses. That cost is estimated for commitment purposes at \$5500. The second cost is the cost of formal drawings. Formal drawings are required by the PTO according to criteria mandated by the PTO. They are typically prepared by specialized firms under sub-contract. For this invention, we suggest commitment of an amount NTE \$1000. The contractor pays for and is reimbursed only for the actual costs incurred. Typically the drawing costs are pass-through costs from which the contractor receives no benefit. The third cost is the cost of U.S. filing fees. Fees are set by the

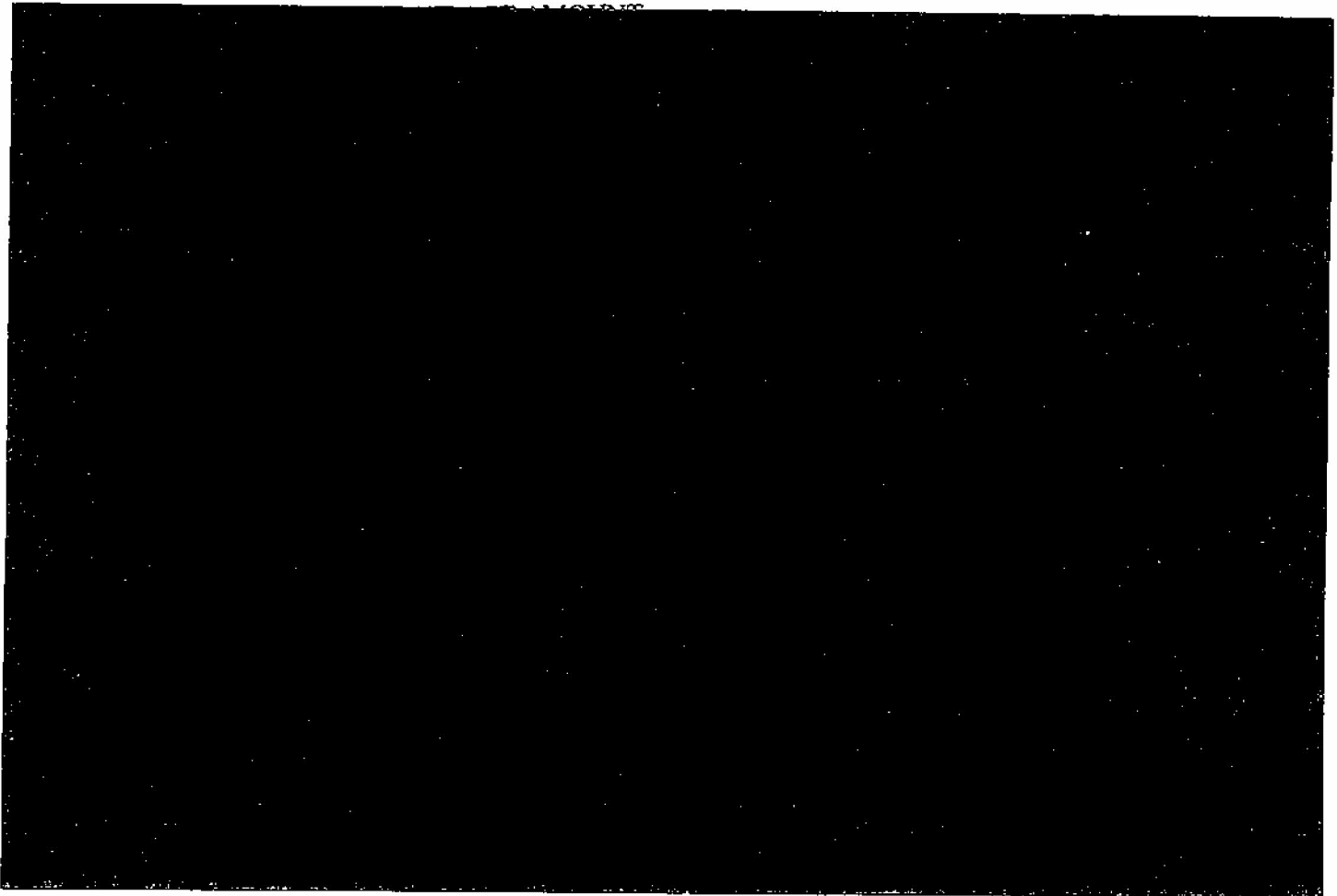
794-17 (Goodrich)

PTO according to a schedule and are mandatory. They would have to be paid by EPA if not by the contractor on EPA's behalf. As with the drawings, the contractor pays for and is reimbursed only for the actual fees required. The fees, too, are pass-through costs from which the contractor receives no benefit. The fees are based on the number of claims and the types of associated documents filed (see paragraph below). We usually suggest obligation of an amount NTE \$1200.

The paragraph above refers to associated documents. These include: 1) the declaration and power of attorney, which can be filed late if the inventor is not immediately available for signing, at a nominal fee; 2) the assignment; and 3) the petition to make the application special; and 4) responses to the PTO for non-examination issues. The declaration is the inventor's oath that he is the true inventor of this invention and that the information in the application is true to the best of his knowledge. The power of attorney authorizes EPA's patent attorneys and the contractor to act on the inventor's behalf. The assignment records transfer of ownership from the inventor to his employing organization; here, the assignment will be from James A. Goodrich and John Hall of EPA. Finally, the Examiner often calls the contractor or EPA for guidance on preliminary issues not related to direct examination of the application; an allowance is made for this usually telephonic step.

6. PERIOD OF PERFORMANCE OR DATE OF DELIVERY

- a. Draft Application: 2 weeks after authorization of EPA patent attorney to prepare application.
- b. Formal Application: 1 week after approval of draft.



U.S. ENVIRONMENTAL PROTECTION AGENCY
EMPLOYEE REPORT OF INVENTION
(Prepare in triplicate)

This report is an important legal document, and should be read carefully before filling in data. The report and memoranda or correspondence concerning it are to be considered as confidential documents. Where necessary, use additional sheets to complete entries, identify with specific item designations as indicated on this form, and attach.

**FOR EPA OFFICE OF
GENERAL COUNSEL USE**
DATE DISCLOSURE RECEIVED

CASE NUMBER

Prepared _____

I. INVENTOR'S IDENTIFICATION (1). (For more than two inventors attach information on additional sheet.)

A. Full name <i>(including middle name or initial)</i> James A. Goodrich	Citizenship U.S.A.	B. Residence address 9756 Spruce Lane Union, KY 41091
C. Complete name of organization <i>(i.e. the company, or educational institution, etc.)</i> Environmental Protection Agency		D. Office address 26 West Martin Luther King Dr Cincinnati, Ohio 45268
E. Position or title Sr. Environmental Scientist		F. Official working place address 26 West Martin Luther King Dr Cincinnati, Ohio 45268

INVENTOR'S IDENTIFICATION (2)

A. Full name <i>(including middle name or initial)</i> John Hall	Citizenship U.S.A.	B. Residence address
C. Complete name of organization <i>(i.e. the company, or educational institution, etc.)</i> Environmental Protection Agency		D. Office address 26 West Martin Luther King Dr Cincinnati, Ohio 45268
E. Position or title		F. Official working place address 26 West Martin Luther King Dr Cincinnati, Ohio 45268

INVENTOR'S IDENTIFICATION (3)

A. Full name <i>(including middle name or initial)</i> Dan Page	Citizenship	B. Residence address
C. Complete name of organization <i>(i.e. the company, or educational institution, etc.)</i> Max Flow Media LLC		D. Office address Max Flow Media 4601 Macie Street Charlotte, NC 28217
E. Position or title Engineer, Director of Business Development		F. Official working place address

INVENTOR'S IDENTIFICATION (4)

A. Full name <i>(including middle name or initial)</i> Larry Crouch	Citizenship USA	B. Residence address
C. Complete name of organization <i>(i.e. the company, or educational institution, etc.)</i> Max Flow Media LLC		D. Office address Max Flow Media 4601 Macie Street Charlotte, NC 28217
E. Position or title		F. Official working place address

INVENTOR'S IDENTIFICATION (5)

A. Full name <i>(including middle name or initial)</i> Mark Hogg	Citizenship USA	B. Residence address
C. Complete name of organization <i>(i.e. the company, or educational institution, etc.)</i> Max Flow Media LLC		D. Office address Max Flow Media 4601 Macie Street Charlotte, NC 28217
E. Position or title Founder and CEO		F. Official working place address

INVENTOR'S IDENTIFICATION (6)

A. Full name <i>(including middle name or initial)</i> Kurtis Daniels	Citizenship USA	B. Residence address
C. Complete name of organization <i>(i.e. the company, or educational institution, etc.)</i> Waterstep		D. Office address 625 Myrtle Street, Louisville, KY 40208 USA
E. Position or title		F. Official working place address

II. IDENTIFICATION OF THE INVENTION

Title of the Invention *(Title should be brief but descriptive of the invention.)*

Emergency Water Treatment Plant

III. PROBABLE UTILIZATION OF THE INVENTION.

A. Give your opinion of the extent to which the invention may be used by this Agency, other Government agencies, and the public.

Access to clean water during and after emergency situations is critical. Natural disasters and planned attacks could render current power and water infrastructure vulnerable or inoperable. In an event of such an emergency current water filtering systems are energy intensive or not made for medium to large scale cleanup. Many times one filtration system may only address some of the contaminants and miss others. Our Emergency water treatment plant system would be portable, high capacity, requires low energy inputs and address multiple contaminants. Contaminants include biological and chemical weapons in the case of a planned attack or accidentally exposure. Typically in a situation where decontamination with water must occur, the runoff is usually collected and shipped offsite. Any runoff that enters into the surrounding environment could spread the contaminant outside the containment field, risking further damage. This system allows for onsite cleanup of post-decontamination events. Addressing the issue as it develops, mitigating the risk of further contamination

The government would be interested in this technology for use in emergency response situations where a water source has been contaminated. The system does not require much power allowing it to be run on alternative sources of energy such as solar panels. The government may have use for this technology in military or foreign aid situations where clean water is not readily available, this device could clean water with minimal power requirements and a small footprint. Emergency services may use it for recover from natural disasters.

B. Discuss briefly the Government's interest, if any, in further developing the invention.

It is in the government best interest in developing this mobile and adaptable technology for first responder support, military and foreign aid use as well as perfecting it towards emergency response use. To treat, clean and decontamination water, potentially contaminated water or run-off in emergency situations where contaminants may include chemical, biological, warfare, and physical (particulate) agents. Further development may include focus on portability, energy efficiency, remote power supply, sustainability, and durability of the entire system for uses in various regions or settings.

IV. DETAILED TECHNICAL DESCRIPTION OF THE INVENTION. *(This description should be concise and include the following.)*

A. The principal utility and the general field of application of the invention.

A turn-key robust water treatment system capable of being transported (mobile), set-up and be operational as soon as possible for the decontamination, treatment, storage, and discharge of water contaminated by intentional man-made actions, industrial accidents, or natural disasters.

B. Briefly, what prompted the making of the invention, or how was the idea therefor obtained?

WaterStep is a non-profit that supplies drinking water systems globally. They had a need for a complete drinking water system that was easy to operate, mobile and safe. They had developed the M-100 product that generates disinfectant chlorine by electrolysis using table salt. They developed a working prototype that incorporates the plumbing, pumps and power supply. Max Flow Media, LLC approached the EPA with a radical new disinfecting media that destroys pathogens on contact with no outside energy supply or chemical treatment. The media is marketed under the name Claire Technologies (US patent pending) after discussions the EPA, Edge Technologies (WaterStep) and Max Flow Media entered into a formal cooperative research and development agreement to develop a mobile water treatment system that would incorporate these treatment technologies into one solution.

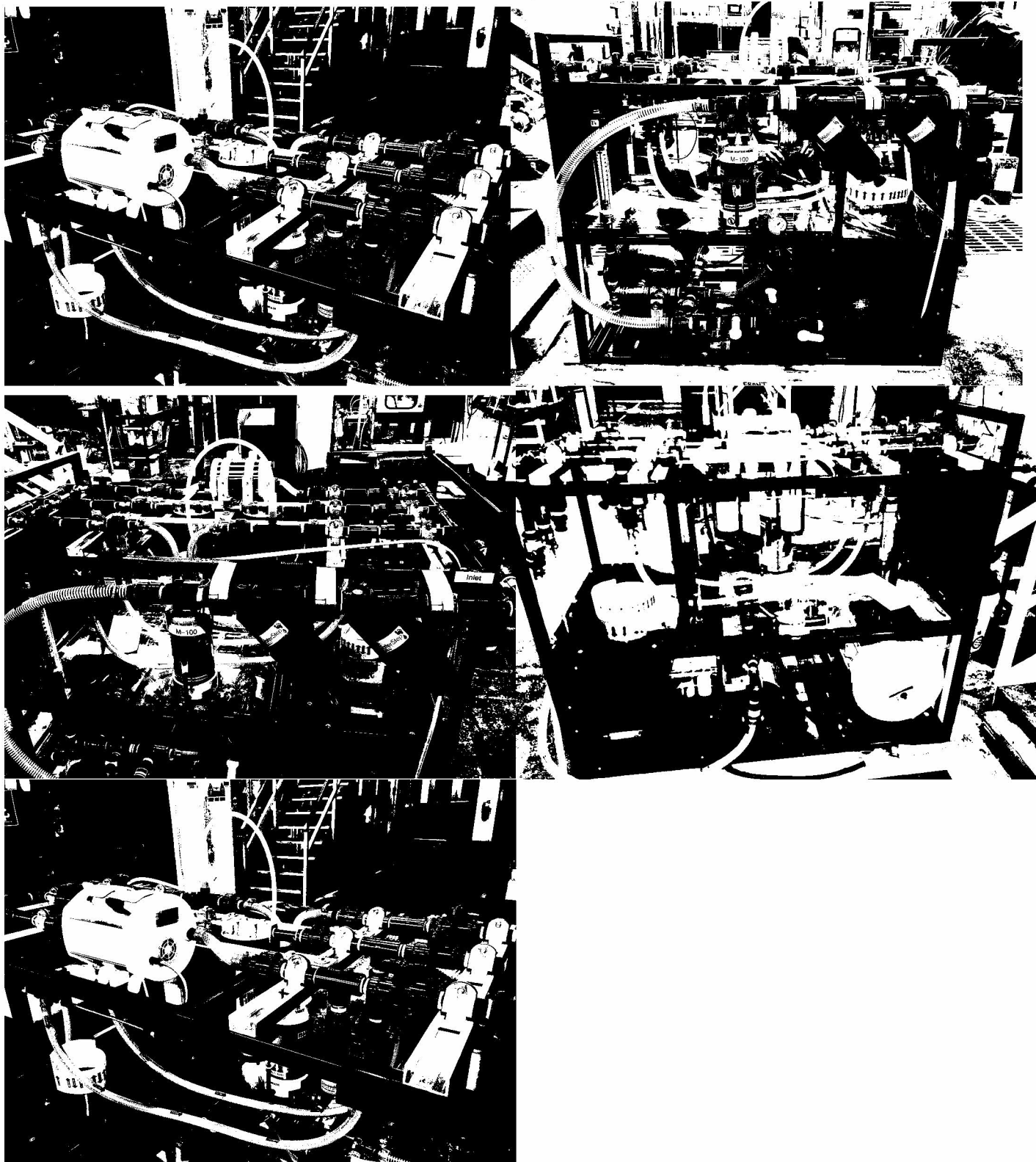
C. Previously known or used methods, materials, or devices performing the task or function of the invention, and the disadvantages of such prior art. In this connection discuss the particular problems encountered with the prior art. List all pertinent literature references and patents of which the inventor has knowledge.

Other methods for disinfecting water include exposure to ultraviolet light and ultra-fine filters that trap bacteria and Protozoa. These methods are expensive and very hard to use effectively in developing countries and in emergency situations.
(Specifics will be provided with in the first year of the provisional application)

D. Respond to this part on separate sheets as enclosures to be attached hereto.

Give explanation of a specific embodiment of the invention:

1. Include therein the theory of the operation of the invention. The technology herein is designed to be adaptable to various types and a host of contaminants adaptable as real-time and in the field as needed to address contaminants of interest. The unit and technology shall be capable of being powered by solar, battery or supplied utility electric. (Specifics will be provided with in the first year of the provisional application)
 2. In a mechanical or electrical invention give a detailed description by reference to a sketch or drawing. All component parts of the apparatus must be labeled and the description keyed thereto. (Specifics will be provided with in the first year of the provisional application)
 3. In a process or chemical composition, include the extreme and preferred ranges of conditions (*e.g., temperature, pressure, ratio of components, voltage, current, etc.*) And alternate or equivalent materials which may be employed. (Specifics will be provided with in the first year of the provisional application)
 4. Include any additional material such as photographs, reports, publications, and refer to texts or other informational material which may be helpful to an understanding of the invention. (Specifics will be provided with in the first year of the provisional application)
-



E. Alternate embodiments of the invention including specific examples. To the extent found to be appropriate, follow the instructions given in regard to D above.

The system can be deployed with different treatment processes depending on source water quality.
(Specifics will be provided with in the first year of the provisional application)

F. The advantages of the invention over the prior art noted in connection with Item C.

The advantages of the emergency water treatment system is that it is completely portable and self-contained. Adaptable in the field to accommodate challenges as they develop and as needed. It has very low energy demand footprint requirements and can be deployed and operated by relatively unskilled personnel.

G. Features of the invention believed to be new.

The Claire disinfection media is a patent pending treatment processes and has not been deployed as part of a larger system and is a unique feature of the emergency water treatment system. Uniquely, a one-of-a-kind adaptability plug-n-treatment technology to multiple off-the-shelf water treatment technologies and processes.

(Specifics will be provided with in the first year of the provisional application)

H. If this is believed to be a joint invention, the contribution of each inventor.

Mark Hogg and Kurtis Daniels of Water Step researched different types of technologies that would help deliver and provide clean drinking water and disinfectant technologies to remote and un-developed peoples in developing nations. Dan Page and Larry Crouch of Max Flow Media is providing engineering of various disinfection media for the plug-n-treatment technologies and has distribution rights for a new treatment technology to bring the water through the disinfection media. Dr. James A. Goodrich and John Hall U.S. EPA is providing analytical support and logistics' as to the various treatment media performance and enhancements to the configuration and treatment path through the process. EPA is also providing technical direction on various EPAs mandate is to help bring safe water to the public to protect the environment and personal health.

Attached hereto and comprising a part of this disclosure are (Specifics will be provided with in the first year of the provisional application) supplemental pages.

CERTIFICATION OF INVENTOR(S)

I certify that the invention disclosed herein is the sole joint invention of the undersigned and that above statements and answers are true to the best knowledge and belief of the undersigned.

Date	Signature
Date	Signature
Date	Signature

CERTIFICATION OF WITNESS(ES)

I certify that the invention described herein has been read and is understood by me.

Date	Signature	Post office Address
Date	Signature	Post Office Address

V. SUMMARY RECORD OF THE INVENTION

Provide only the information requested. Do not submit records to which reference is made.

The making of an invention generally involved a conception or discovery followed by a series of acts which establish its correctness or operativeness. Depending upon the nature of the invention, these acts may involve any one or all of the following: The making of sketches, drawings, written descriptions; the making and testing of a model; the carrying out of a process; or the production of a composition of matter.

A. CONCEPTION

Conception is evidenced when the essential elements of the invention in its operable and practicable form are fully disclosed to another in such manner that the invention could be produced or practiced from them without the exercise of further inventive skill by a person who is skilled in the field to which the invention relates. The disclosure may be oral, or written, including sketches or drawings.

(Specifics will be provided with in the first year of the provisional application)

1. (a) Earliest date and the place where conception of the invention was made.

(b) Earliest date and place this conception was related to others.

(c) Persons to whom disclosure of conception was made.

2. Date and place of making the first sketch or drawing

Present location of the first sketch or drawing, and identifying data for them (*i.e., page number in a specified workbook*)

3. Date and place of making the first written description

Present location of such description and identifying data for them (*i.e., page number in a specified notebook*)

B. REDUCTION TO PRACTICE

Reduction to practice occurs when a full scale working model or a prototype of the invention is made and operated as planned, or if the invention is a process, the process was tried out successfully, or if the invention is a composition of matter, the composition is actually produced.

1. (a) Date and place the first model or full size device was made, or process was first practiced or composition made.

(b) Identification of persons and/or records substantiating the facts indicated

2. (a) Date and place of the first successful operation or test of model, device, or process or composition

(b) Identification of persons and/or records substantiating the facts indicated

C. List other workbook entries, photographs, reports, correspondence, drawings, etc., that might have a bearing on supporting the conception and reduction to practice.

D. If the invention was disclosed to persons outside of the Agency identify the individuals, the companies or activities they represent, and the dates of such disclosures.

E. List with date, title or other identification, and place the first known or contemplated (1) public use, (2) publication, or (3) oral presentation of the invention.

Public use here means the use or practice of an invention for its intended purpose, after testing or experimentation has shown that a workable form has been achieved, under conditions where the invention might have been observed by a member of the public under no injunction of secrecy, or where the practical results of the invention have been made available to the public.

(1) Public use

(2) Publication

(3) Oral presentation

VI. RIGHTS TO THE INVENTION.

Introduction

A. Determination of rights:

Under Executive Order 10096, January 23, 1950, as amended by Executive Order 10930, March 24, 1961, whenever an invention is made by an employee of the Environmental Protection Agency, the employee may request a determination of the rights in the invention as between the Government and the inventor. There are three ways in which rights may be allocated: (1) the inventor may be entitled to all rights and the Government to none (in which event the inventor is not required to grant any rights to the Government); (2) the Government may be entitled to a license permitting it to practice the invention and the inventor entitled to all commercial rights (in which event the inventor is required to grant a license to the Government); (3) the Government may be entitled to all rights and the inventor to none (in which event the inventor is required to assign the invention to the Government).

B. Foreign filing:

Where the Government is entitled to all domestic rights in an invention it also acquired an option to secure foreign protection. The inventor will obtain the right to file in foreign countries if the Government determines not to exercise this option to file abroad, or permits the option to lapse as regards any foreign country by not filing or otherwise seeking protection of the invention within 6 months from the time a domestic application on the invention is filed.

C. Patent application filed by Government where inventor retains title:

Separate and distinct from the determination of rights, and even though it may appear that the inventor is entitled to all rights in the invention, the inventor may agree to license the Government to practice the invention in return for which the Government will prosecute an application for a patent on

the invention at no expense to the inventor, provided the Government is sufficiently interested in the invention.

DESIGNATION BY INVENTOR IN RESPECT TO RIGHTS IN THE INVENTION

After carefully studying Note 1 below, the inventor should review the matter of his rights in the invention and indicate his wishes therein by selecting one of the options (1), (2), or (3), which follow.

(1) If the inventor is willing to voluntarily assign all rights (*foreign and domestic*) in the invention to the Government, he should place his signature, as indicated, after the following statement:

I am (*We are*) willing to assign to the United States Government the entire rights, title, and interest in and to the above-identified and described invention.

Date

Signature(s) of the Inventor(s)

(2) If the inventor is willing to assign to the Government the domestic rights only, and desires to retain foreign rights, he should place his signature as indicated, after the following statement:

I am (*We are*) willing to assign to the United States the entire domestic rights, title, and interest in and to the above-identified and described invention, and wish to retain the foreign rights thereto.

Date

Signature(s) of the Inventor(s)

(3) If the inventor is not willing to voluntarily assign at least all domestic rights in the invention to the Government, a determination of rights will be made as provided for in the orders and regulations identified above upon consideration of the information provided by the Invention Rights Questionnaire (*EPA Form 3340-2*) attached hereto. Please check and sign below.

☐ A completed Invention Rights Questionnaire (*EPA Form 3340-2*) is submitted herewith and a request for this determination is hereby made.

In the event the inventor retains title pursuant to such determination, the Government may file a patent application on the invention at its own expense for the inventor at his request if he agrees to grant the Government a royalty-free license to practice the invention for all governmental purposes, as explained in paragraph C above. Please check and sign below.

☒ I (*We*) request the Government to file under the conditions specified above.

Date

Signature(s) of the Inventor(s)

Note 1. Executive Order 10096, as amended by Executive Order 10930, provides that each Government agency shall determine, at the request of the employee-inventor, the respective rights of the Government and the employee in his invention.

The Executive Order sets forth criteria to be applied in making the determination of rights in the invention. Under these criteria the entire rights are obtained by the Government if the invention was made (a) during the employee's working hours, or (b) with a contribution by the Government of facilities, equipment, materials, funds, or information, or time or services of other Government employees on official duty, or (c) if the invention bears a direct relation to or is made in consequence of the official duties of the inventor. When the Government's contributions, as measured by the aforementioned criteria, are insufficient equitably to justify requiring the entire rights to go to the Government, or the Government has insufficient interest in the invention to obtain the entire rights (*although it is entitled to the entire rights*), the Agency, subject to the approval of the Commissioner of Patents in the Patent Office, is authorized to leave the title to the invention in the employee, subject to a reservation to the Government of an irrevocable, royalty-free license to the invention with power to grant sublicenses for all governmental purposes.

In applying the Executive Order there is a presumption that the invention belongs to the Government if the employee-inventor is assigned to invent or improve anything, to conduct or perform research or development work or both, to supervise, direct, coordinate, or review Government-sponsored research, development work, or both, or acts in a liaison capacity among Government or nongovernmental parties engaged in such work. When the work of the employee-inventor does not involve making inventions or improvements, research or development work, or both, as explained above, there is a presumption that title to the invention remains with the employee-inventor, and the Government is entitled to only a suitable license in the invention. However, the Executive Order also allows either presumption to be rebutted by a showing of the facts and circumstances in the case, and a determination that these facts and circumstances justify leaving the entire rights to the invention in the employee-inventor, subject to law. In any case where the Government neither obtains the entire domestic rights, or reserves a license, the Agency, subject to the approval of the Commissioner of Patents, is authorized to leave the entire rights to the invention in the employee-inventor, subject to law.

The Executive Order also provides for a procedure whereby any employee aggrieved by a determination of the Agency, may obtain a review of the determination

by filing within 30 days after receiving notice of such determination, two copies of an appeal with the Commissioner of Patents. On a timely request by the employee appealing the Agency's determination, an oral hearing in the matter will be granted by the Commissioner of Patents. After the expiration of a time set for a reconsideration of the decision of the Commissioner of Patents, the decision becomes final.